



#### LETTER OF APPOINTMENT

## MEMORANDUM FOR: DONALD B. PRATT FEDSIM PROJECT MANAGER (PM)

## SUBJECT: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the contract, including closeout, unless rescinded or transferred. As the COR, your primary duty is to monitor the contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not redelegable; therefore, you must advise the FEDSIM Contracting Officer (CO) or Contract Specialist (CS) immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are described in the following sections.

#### A. MONITORING AND EVALUATING PERFORMANCE

Ensure that the contractor complies with all of the requirements of the Statement of Work (SOW), specifications, or Performance Work Statement (PWS). When requested by the contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, SOW, PWS, etc.). When a difference of opinion between you and the contractor occurs, notify the FEDSIM CO or the CS immediately for resolution.

If the contract requires Key Personnel, you will ensure that the personnel being used by the contractor meet the requirements of the position. Review and approve Long-Distance Travel and Other Direct Costs (ODCs) prior to the contractor incurring those expenses. Any decrease in or lack of performance must be brought to the attention of the FEDSIM CO or CS.

If applicable and in accordance with Federal Acquisition Regulation (FAR) 42.302, you will monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance with Federal Acquisition Circular (FAC) 2005-34 and the Office of Federal Procurement Policy (OFPP) Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

#### **B. MONITORING COSTS**

Review and evaluate the contractor's progress in relation to the expenditures. When the costs expended by the contractor are not commensurate with the contractor's progress, request a meeting with the contractor and client in an attempt to resolve the disproportionate costs. If a resolution cannot be found, consult the FEDSIM CO or CS for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

#### C. CHANGES TO THE CONTRACT

You <u>cannot</u> authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (e.g., monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the FEDSIM CO. When in doubt, contact the FEDSIM CO or CS.

Any contract change requested by the contractor must be put in writing by the contractor to the FEDSIM CO for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM CO or CS. When the proposed change is received by the FEDSIM CO, you will be required to provide the FEDSIM CO with a written analysis and rationale for the change and evaluate any costs associated with the change.

You must also recognize and report to the FEDSIM CO any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

## D. INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. You must prepare a written acceptance or rejection, provide it to the contractor, and store a copy on the FEDSIM common drive. Immediately notify the FEDSIM CO of all rejections and the reason for the action.

Review progress reports from the contractor and advise the FEDSIM CO of any contractor problems or actions required to be taken by the Government.

## E. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with apparent or actual occurrences, you must sign any applicable non-disclosure forms. You must also immediately report any potential conflict of interest to your supervisor.

#### F. CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an <u>organized</u> contract administration file to record all contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

#### G. CONTRACT CLOSEOUT

Within 30 days after the contractor has met all terms and conditions of the contract, you must evaluate the contractor's performance using the information contained in General Services Administration Acquisition Regulation (GSAR) 542.1503-71 (Attachment A: Contractor Performance Information).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the FEDSIM CO or CS.

I understand and accept my assignment as the FEDSIM COR.



Digitally signed by DONALD PRATT
DN: C=US, O=U.S. Government, OU=General Services
Administration, CN=DONALD PRATT +
OID.0.9.2342.19200300.100.1.1=47001003623538
Reason: I am the author of this document
Location: your signing location here
Date: 2020-05-04 21:48:22
Foxit PhantomPDF Version: 9.7.1

COR Certification Level III

#### ATTACHMENT A: CONTRACTOR PERFORMANCE INFORMATION

Note: This checklist follows the standard format and content requirements of General Services Administration Acquisition Manual (GSAM) 542.15 and content requirements of GSAM 542.1503-71. The checklist may be tailored for the specific contract type. Any "No" responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

## GSAM 542.15 – Contractor Performance Information GSAM 542.1503-71 – Information to collect

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of "show cause" letters and "cure notices" issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused			
delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
Observations (specify item #):			
Recommendations:			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
Observations (specify item #):	•		

Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
Observations (specify item #):			
Recommendations:			

Terminations for default	Yes	No	NA
Observations (specify item #):			
Recommendations:			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Adequacy of contractor's quality assurance system	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
Observations (specify item #):			
Recommendations:			

Exhibiting customer-oriented behavior	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Other performance elements identified	Yes	No	NA
Observations (specify item #):			
Recommendations:			





#### AWARD FEE DETERMINATION PLAN (AFDP)

for

## United States Southern Command (USSOUTHCOM) Cyber Information Technology Enterprise Services (SCITES) 47QFCA20R0015

This AFDP is applicable to Period One (Month Day, 20XX - Month Day, 20XX)

#### **SECTION 1: INTRODUCTION**

This AFDP provides procedures for evaluating the contractor's performance on the USSOUTHCOM SCITES Task Order (TO) 47QFCA20R0015, on a Cost-Plus-Award-Fee (CPAF) basis. A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum award fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

#### Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum Award Fee Pool established at award.
- b. Award Fee Pool Allocation: The amount of the Award Fee Pool that is allocated and potentially earned from the Award Fee Pool for the specific award fee period subject to the AFDP.





#### **SECTION 2: EVALUATION PERIODS**

With the exception of the Base Period, which will be seven months, the Government will evaluate contractor performance every six months to determine the amount of award fee earned and payable to the contractor. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct six-month Award Fee Evaluation Periods during a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews, as practicable.

**Award Fee Evaluation Periods** 

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001/0002	1	Month Day, 20XX - Month Day, 20XX
0001/0002	2	Month Day, 20XX - Month Day, 20XX
1001/1002	3	Month Day, 20XX - Month Day, 20XX
1001/1002	4	Month Day, 20XX - Month Day, 20XX
2001/2002	5	Month Day, 20XX - Month Day, 20XX
2001/2002	6	Month Day, 20XX - Month Day, 20XX
3001/3002	7	Month Day, 20XX - Month Day, 20XX
3001/3002	8	Month Day, 20XX - Month Day, 20XX
4001/4002	9	Month Day, 20XX - Month Day, 20XX
4001/4002	10	Month Day, 20XX - Month Day, 20XX
5001/5002	11	Month Day, 20XX - Month Day, 20XX
5001/5002	12	Month Day, 20XX - Month Day, 20XX
6001/6002	13	Month Day, 20XX - Month Day, 20XX
6001/6002	14	Month Day, 20XX - Month Day, 20XX

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.





#### SECTION 3: AWARD FEE POOL ALLOCATION FORMULA

#### 3.1 Maximum Award Fee

The maximum Award Fee Pool for TO (TBD) over the life of the TO is (TBD).

The maximum Award Fee Pool Allocation determined for each period will never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

#### 3.2 Allowable Award Fee Pool Allocation Methods

There are two methods to determine the maximum Award Fee Pool Allocation for each period. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) and Contracting Officer's Representative (COR) should determine the best method of award fee allocation prior to the start of each award fee period.

## 3.2.1 Incurred Cost

Projects with variable levels of effort and surging levels of support shall be based on the incurred cost allocation methodology for the award fee period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System. Incurred cost shall be calculated using approved provisional billing rates, as established in accordance with FAR 42.704, Billing Rates. Invoiced cost shall not be used unless incurred cost is not available.

#### 3.2.2 Planned Value

If there is a consistent budget and level of effort, the FEDSIM CO and COR may elect to switch to the Planned Value Allocation method in subsequent award fee evaluation periods. Prior to the start of an Award Fee Evaluation Period, the AFDP is incorporated into the TO by modification, identifying in Section 4 and Section 8:

- a. Planned Cost for the Award Fee Evaluation Period (Section 4).
- b. Cost Control Criteria (Section 8).
- c. Service Level Agreements (SLAs) on Cost Control encouraging reductions in cost to achieve higher award fee and/or higher return on sale (Section 8).

#### 3.3 Prohibited Award Fee Pool Allocation Methods

## 3.3.1 Funded Cost

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

#### 3.3.2 Estimated Cost

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.





## 3.3.3 Equal Distribution

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

#### 3.3.4 Weighted Distribution

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

#### 3.4 First Award Fee Evaluation Period

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. In certain circumstances (e.g., when level of effort is consistent), subsequent Award Fee Evaluation Periods may use Planned Value as an alternative.





#### SECTION 4: AWARD FEE RESULTS REPORTING

#### 4.1 Initial Award Fee Evaluation Period

The Award Fee Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee Percent (%), Earned Award Fee Amount (\$), and Unearned Award Fee Amount (\$).

## 4.2 Second and Subsequent Award Fee Evaluation Period

The fields to be completed after each Award Fee Evaluation Period are Award Fee Pool Allocation Amount, Earned Award Fee Percent, Earned Award Fee Amount, and Unearned Award Fee Amount. If Planned Value allocation was not used, the default Cost Incurred will be reported at the end of the award fee period.

If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the second evaluation period.

## Award Fee Reporting Table for Incurred Cost (Period 1 only)

Period of Performance	Award Fee Evaluation Period	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Fee Amount	Unearned Award Fee Amount (\$) (Lost Award Fee)
Base Period	1					

## **Award Fee Reporting Table for Planned Value (Periods 2-14)**

Period of Performance	Award Fee Evaluation Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	* * * *
Base Period	1							
Base Period	2							
First Option Period	3							
First Option Period	4							
Second Option Period	5							

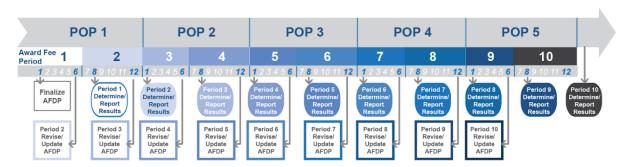




Period of Performance	Award Fee Evaluation Period	Planned Value Amount (\$)	Anticipated Funded Cost (Planned Value minus Award Fee Pool Allocation)	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Award Fee Amount (\$) (Lost Award- Fee)
Second Option Period	6							
Third Option Period	7							
Third Option Period	8							
Fourth Option Period	9							
Fourth Option Period	10							
Fifth Option Period	11							
Fifth Option Period	12							
Sixth Option Period	13							
Sixth Option Period	14							

## Timeline for Updating AFDP and Reporting Results

## **Cost Plus Award Fee Process**







#### **SECTION 5: AWARD FEE EVALUATION RATINGS**

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Exceptional	91%-100%
Very Good	76%-90%
Satisfactory	51%-75%
Marginal	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

#### **EXCEPTIONAL**

Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

#### **VERY GOOD**

Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

## **SATISFACTORY**

Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

#### **MARGINAL**

Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented as defined and measured against the criteria in the AFDP for the award fee evaluation period.





## **UNSATISFACTORY**

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective as defined and measured against the criteria in the AFDP for the award-fee evaluation period.





#### SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

## **6.1** Award Fee Determination Official (AFDO)

The FEDSIM Group Manager (GM) will serve as the AFDO. The FEDSIM CO will appoint the AFDO in writing.

The AFDO's responsibilities include:

- a. Approving the AFDP and authorizing any changes to the AFDP throughout the life of the TO.
- b. Approving the members of the AFEB and appointing the AFEB Chairperson.
- c. Reviewing assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- d. Determining the amount of award fee the contractor has earned based on its performance during each Award Fee Evaluation Period.

#### **6.2** Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson, Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are the FEDSIM COR and representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

#### **AFEB Members**

Board Position	Name and Title
AFEB Chairperson	Donald B. Pratt, FEDSIM COR
AFEB Voting Member	Nitin Patel, USSOUTHCOM, Deputy Director USANEC
AFEB Voting Member	Name, USSOUTHCOM, Technical Point of Contact (TPOC)
AFEB Voting Member	Name, Client Organization, Title/Role
AFEB Voting Member *	Name, Client Organization, Title/Role
AFEB Voting Member *	Name, Client Organization, Title/Role
AFEB Non-Voting Member	Melanie Pollard, FEDSIM CO
AFEB Non-Voting Member(s)	Name, Client Organization, Title/Role

<sup>\*</sup>Optional seats. The AFEB Chairperson may appoint as many AFEB Voting members as desired but must have three voting members.

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.





- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award fee available during an evaluation period which the contractor should receive.

## 6.2.1 AFEB Chairperson

The responsibilities of the AFEB Chairperson are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are submitted no more than ten calendar days from the date of the AFEB, and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

#### **6.2.2** Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.





#### SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

### 7.1 Monitoring and Assessing Performance

The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors' assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has a copy of the TO and all modifications, the AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

#### 7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquires made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive than the midterm reports. The reports, at a minimum, will contain the following information:
  - 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
  - 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
  - 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc., that relates to each strength or weakness.
  - 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.





#### 7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

## 7.3 Contractor Monthly Performance Reports

The contractor shall prepare Monthly Performance Reports that contain data that can be used to compare against the Performance Standards stated in this AFDP. All Monthly Performance Reports, including the raw data, shall be provided to the designated Performance Monitors.

Performance Monitors will collect the Monthly Performance Reports from the contractor; they will review and analyze the reports for accuracy and, if required, provide an oral or written summary to the AFEB.

#### 7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance and an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations. The midterm evaluation will take place no more than 30 days after the close of the initial 90-day period of the award fee period.

#### 7.5 Final Evaluation Reports

The Performance Monitors will provide monthly evaluations for the entire six-month evaluation period. Performance Monitors will submit final cumulative evaluation reports no more than ten days after the end date of the evaluation period to the AFEB Chairperson.

#### 7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than one hour. A subsequent question and answer session is permissible, if necessary.

## 7.7 AFEB Meeting and Memorandum to the AFDO

After receipt of the contractor's self-evaluation, the AFEB will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

## 7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.





## 7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

#### 7.10 Award Fee Determination Notice

Within 45 calendar days of the end of the Award Fee Period, the FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

## 7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination in the timeframe specified in Section 7.10 for two consecutive periods, the Government may convert the CPAF CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee (CPFF). The CPFF type will be term. The contract type conversion and fixed fee amount will be subject to negotiation (limited by any applicable statutory and regulatory maximum of ten percent.





#### **SECTION 8: EVALUATION CRITERIA AND WEIGHTS**

## 8.1 Award Fee Period 1 (Includes Transition-in) Criteria (ONLY APPLICABLE IN AFP 1)

Note: Section 8.1 and its corresponding sub-sections and only applicable to Award Fee Period 1. These sections will be removed following Award Fee Period 1.

The AFDP consists of award-fee provisions for five distinct areas. The award-fee areas are broken down as follows:

Weight	Evaluation Criteria
30%	Criteria 1 – Transition-In
10%	Criteria 2 – Task Order (TO) Management (Other than Transition-In)
20%	Criteria 3 – Personnel Management (Other than Transition-In)
10%	Criteria 4 – Financial Management (Other than Transition-In)
40%	Criteria 5 – Technical Effectiveness (Other than Transition-In)
	(Other than Transition-In)  Criteria 5 – Technical Effectiveness

Award Fee Areas – Award Fee Period 1

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each Award Fee Evaluation period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

#### 8.1.1 Criteria 1: Transition-In

100%

Total

- a. Did the contractor provide qualified, cleared, and knowledgeable staff in a timely fashion?
- b. Did the contractor prepare and submit all requisite paperwork for onboarding personnel into USSOUTHCOM in a timely and accurate fashion?
- c. How thorough was the Transition-In Plan as presented to the Government?
- d. Did the contractor identify and request the necessary documents needed from the incumbent contractor to perform the transition-in activities in a timely manner?
- e. How well did the contractor adhere to the agreed upon schedule in the Transition-In Plan?





- f. Did the contractor successfully complete the milestones from the agreed upon Transition-In Plan?
- g. To what extent did the contractor successfully develop awareness and relationships, and coordinate and integrate transition activities with USSOUTHCOM?
- h. How effectively did the contractor transition and assume control of operations from the incumbent?
- i. Did the contractor present and begin implementation of complete and effective plans for establishment of the Network Operations and Security Center (NOSC) in coordination with USSOUTHCOM Government direction and vision?

## 8.1.2 Criteria 2: Task Order (TO) Management (Other Than Transition-In)

- a. Did the contractor provide all deliverables stated in the TO in a complete, accurate, and timely fashion?
- b. Was travel requested within a timely manner to allow for full coordination and approval prior to the start date of travel, and with accuracy in cost estimations?
- c. Were Trip Reports (when requested) complete, accurate and timely?
- d. Were submitted Requests to Initiate Purchase (RIPs) accurate, timely, and complete?
- e. How effective was the contractor in proactively responding to customer programmatic needs (internal as well as external customers)? This includes recognizing the need for and proposing business process improvements, participating in all aspects of change management activities, and submitting technical proposals for technological improvement in identified areas.
- f. Did the contractor tailor the Project Management Plan to the mission requirements and evolving needs of USSOUTHCOM J6 and effectively follow the Plan?

## 8.1.3 Criteria 3: Personnel Management (Other Than Transition-In)

- a. Did the contractor proactively manage turnover to minimize operational impact? This includes providing trend analysis on turnover to identify possible trouble spots and providing proposed resolutions to those trouble spots.
- b. Did the contractor provide qualified, cleared, and knowledgeable staff in a timely fashion when turnover occurred?
- c. How effectively did the contractor identify, invest in, and/or perform appropriate training for its staff assigned to this project in order to adapt to emergent trends and technologies?
- d. Did the contractor effectively plan and adjust for staffing changes that are demanded by the operational tempo and the dynamic environment in order to provide qualified, cleared, and knowledgeable staff in a timely fashion?
- e. Did the contractor effectively right size the workforce by maximizing personnel resource planning to gain efficiencies and to reduce cost to the Government?
- f. Did the contractor ensure that its staff maintained requisite industry standard and DoD certification levels?

## 8.1.4 Criteria 4: Financial Management (Other Than Transition-In)

a. How effective was the contractor with respect to cost containment and efficiencies? Did the contractor successfully perform estimations and efficiently utilize contractor and





Government resources with the goal of reducing overall costs? Was the financial reporting from the contractor timely and accurate? Did it contain contract costs and hours expended against annual work plan tasks (by CLINs), accurate reports of expenditures against baseline with trend analysis to anticipate possible cost overruns or to discover efficiencies, and extrapolations for predicted funds utilization and exhaustion?

- b. Did the contractor provide cost forecasting for legacy systems and estimate operational cost for future systems and or new configurations? This is to ensure accurate operational costs are projected and the future impact of projects requiring services and maintenance are included in the revised baseline for Government program managers, and allow for inclusion of these data points into the development of the future operational budget process.
- c. Were invoices that were submitted done so in an accurate and timely manner?
- d. Was the contractor effective in managing incurred costs to ensure that incurred costs did not exceed funded values on any CLIN at any point in time? Did the contractor effectively and in a timely fashion communicate potential funding shortfalls to allow the Government to respond appropriately, preventing any mission impact of identified shortfalls?

#### 8.1.5 Criteria 5: Technical Effectiveness (Other Than Transition-In)

- a. Did the contractor effectively perform project management responsibilities on approved technical projects? The contractor is expected to measure the effectiveness and efficiency of project management activities from small team projects to larger projects that may require cross-divisional coordination. Measurement includes developing and executing plans for requirements management, project management, oversight, and tracking, crosssection and cross-division projects, quality assurance, configuration management, logistics support, and out-year support.
- b. Was the contractor's Quality Management Plan (QMP) approach timely, accurate, and effective? How well did the contractor provide and document a consistent approach for capturing quality and productivity measurement data and compare actual results with forecasts for both products and processes? This includes performing root cause analysis to mitigate recurring problems and documenting recommended solutions.
- c. How effective was the contractor in proactively responding to customer technical needs (internal as well as external customers)? This includes recognizing and identifying areas requiring technological improvement, and submitting technical proposals for technological improvement in those areas upon request by the Government.
- d. Did the contractor effectively, and in a timely fashion, provide recommendations and alternatives for Government surge requirements or changes that would allow accomplishment of the mission within budget while minimizing impact to current operations?
- e. How effectively and efficiently did the contractor implement and integrate new hardware, software, and procedures once approved by the Government?
- f. How accurate and timely was the contractor at developing suitable training programs and logistics support plans for newly accepted technologies?





- g. Did the contractor routinely review current levels of services and then propose and demonstrate enhancements? Were prospective solutions evaluated against and tailored to command priorities and requirements?
- h. Did the performance of routine operations and maintenance meet the agreed upon performance metrics in the QMP?
- i. Did the contractor meet the agreed upon targets established in the SLAs?
- j. Did the contractor successfully perform Continuity of Operations (COOP) and backup operations, testing, documentation, and reporting?
- k. Did the contractor provide accurate, timely, and effective responses to identified cybersecurity incidents, vulnerabilities, and directed operations?
- 1. How well did the contractor identify opportunities to improve the USSOUTHCOM AO Uniform environment to gain efficiencies, including automation of routine actions and the reduction of human interaction where applicable?

## 8.2 Post-Transition-In Criteria and Weights (NOT APPLICABLE IN AFP 1)

Beginning with Period 2 (post-transition-in), the AFDP consists of award-fee provisions for four distinct areas. The award-fee areas are broken down as follows: The AFDP consists of award fee provisions for four distinct areas. The award fee areas are broken down as follows:

Weight	Evaluation Criteria
20%	Criteria 1 – Task Order (TO)
20%	Management
10%	Criteria 2 – Personnel Management
10%	Criteria 3 – Financial Management
60%	Criteria 4 – Technical Effectiveness
100%	Total

**Award Fee Areas** 

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each Award Fee Evaluation period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

## 8.2.1 Criteria 1: Task Order (TO) Management

- a. Did the contractor provide all deliverables stated in the TO in a complete, accurate, and timely fashion?
- b. Was travel requested within a timely manner to allow for full coordination and approval prior to the start date of travel, and with accuracy in cost estimations?





- c. Were Trip Reports (when requested) complete, accurate and timely?
- d. Were submitted Requests to Initiate Purchase (RIPs) accurate, timely, and complete?
- e. How effective was the contractor in proactively responding to customer programmatic needs (internal as well as external customers)? This includes recognizing the need for and proposing business process improvements, participating in all aspects of change management activities, and submitting technical proposals for technological improvement in identified areas.
- f. Did the contractor tailor the Program Management Plan to the mission requirements and evolving needs of USSOUTHCOM J6 and effectively follow the Plan?

## 8.2.2 Criteria 2: Personnel Management

- a. Did the contractor proactively manage turnover to minimize operational impact? This includes providing trend analysis on turnover to identify possible trouble spots and providing proposed resolutions to those trouble spots.
- b. Did the contractor provide qualified, cleared, and knowledgeable staff in a timely fashion when turnover occurred?
- c. How effectively did the contractor identify, invest in, and/or perform appropriate training for its staff assigned to this project in order to adapt to emergent trends and technologies?
- d. Did the contractor effectively plan and adjust for staffing changes that are demanded by the operational tempo and the dynamic environment in order to provide qualified, cleared, and knowledgeable staff in a timely fashion?
- e. Did the contractor effectively right size the workforce by maximizing personnel resource planning to gain efficiencies and to reduce cost to the Government?
- f. Did the contractor ensure that its staff maintained requisite industry standard and DoD certification levels?

## 8.2.3 Criteria 3: Financial Management

- a. How effective was the contractor with respect to cost containment and efficiencies? Did the contractor successfully perform estimations and efficiently utilize contractor and Government resources with the goal of reducing overall costs? Was the financial reporting from the contractor timely and accurate? Did it contain contract costs and hours expended against annual work plan tasks (by CLINs), accurate reports of expenditures against baseline with trend analysis to anticipate possible cost overruns or to discover efficiencies, and extrapolations for predicted funds utilization and exhaustion?
- b. Did the contractor provide cost forecasting for legacy systems and estimate operational cost for future systems and or new configurations? This is to ensure accurate operational costs are projected and the future impact of projects requiring services and maintenance are included in the revised baseline for Government program managers, and allow for inclusion of these data points into the development of the future operational budget process.
- c. Were invoices that were submitted done so in an accurate and timely manner?
- d. Was the contractor effective in managing incurred costs to ensure that incurred costs did not exceed funded values on any CLIN at any point in time? Did the contractor effectively and in a timely fashion communicate potential funding shortfalls to allow the





Government to respond appropriately, preventing any mission impact of identified shortfalls?

#### **8.2.4** Criteria 4: Technical Effectiveness

- a. Did the contractor effectively perform project management responsibilities on approved technical projects? The contractor is expected to measure the effectiveness and efficiency of project management activities from small team projects to larger projects that may require cross-divisional coordination. Measurement includes developing and executing plans for requirements management, project management, oversight, and tracking, crosssection and cross-division projects, quality assurance, configuration management, logistics support, and out-year support.
- b. Was the contractor's QMP approach timely, accurate, and effective? How well did the contractor provide and document a consistent approach for capturing quality and productivity measurement data and compare actual results with forecasts for both products and processes? This includes performing root cause analysis to mitigate recurring problems and documenting recommended solutions.
- c. How effective was the contractor in proactively responding to customer technical needs (internal as well as external customers)? This includes recognizing and identifying areas requiring technological improvement, and submitting technical proposals for technological improvement in those areas upon request by the Government.
- d. Did the contractor effectively, and in a timely fashion, provide recommendations and alternatives for Government surge requirements or changes that would allow accomplishment of the mission within budget while minimizing impact to current operations?
- e. How effectively and efficiently did the contractor implement and integrate new hardware, software, and procedures once approved by the Government?
- f. How accurate and timely was the contractor at developing suitable training programs and logistics support plans for newly accepted technologies?
- g. Did the contractor routinely review current levels of services and then propose and demonstrate enhancements? Were prospective solutions evaluated against and tailored to command priorities and requirements?
- h. Did the performance of routine operations and maintenance meet the agreed upon performance metrics in the QMP?
- i. Did the contractor meet the agreed upon targets established in the SLAs?
- j. Did the contractor successfully perform COOP and backup operations, testing, documentation, and reporting?
- k. Did the contractor provide accurate, timely, and effective responses to identified cybersecurity incidents, vulnerabilities, and directed operations?
- 1. How well did the contractor identify opportunities to improve the USSOUTHCOM AO Uniform environment to gain efficiencies, including automation of routine actions and the reduction of human interaction where applicable?





## **APPENDIX 1: AFEB Summary Evaluation Report**

Date:	
AFEB Chairperson Name:	
Award Fee Period: (insert from date)	
(Attach additional pages, supporting data, etc. as	needed.)
Criteria 1 – Transition-In: Rating Adjective/Perfor Discussion: Strengths:	rmance Points
Weaknesses:	
Criteria 2 – Task Order (TO) Management: Rating Discussion: Strengths: Weaknesses:	g Adjective/Performance Points
Criteria 3 – Personnel Management: Rating Adjec Discussion: Strengths: Weaknesses:	tive/Performance Points
Criteria 4 – Financial Management: Rating Adject Discussion: Strengths: Weaknesses:	ive/Performance Points
Criteria 5 – Technical Effectiveness: Rating Adjectiveness: Rating Adjectiveness: Strengths: Weaknesses:	etive/Performance Points
Award fee rating recommended for this evaluation recommended percentage earned.	criteria and period of performance with
AFER Chairnerson Signature	Date





## **APPENDIX 2: AFEB Evaluator's Report**

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

supporting data, Date:	etc. for the final report.	· managed as an	······································
Evaluator Name	and Title:		
		– (insert to date)	<del></del>
Evaluator's Prim	ary Task Area(s) (check al	l that apply):	
	Criteria 1 – Transitio		
		der (TO) Management	
	Criteria 3 – Personne		
	Criteria 4 – Financia		
	Criteria 5 – Technica	al Effectiveness	
	be evaluated. However, pl	ting only their own task areas lease indicate in the boxes abo	-
Special circumsta a.	ances during this period an	d the impact:	
Strengths of the	contractor's performance:		
a.	1		
b.			
Weaknesses in th	ne contractor's performance	e (with examples and contract	t references):
a.	1	` '	,
b.			
Impact of the cor	ntractor's performance on e	execution of the program:	
a.	1	1 8	
b.			
Corrective action	as recommended, if any:		
a.	, ,		
b.			
Award fee rating supporting exam		luation criteria and period of	performance (with
a. b			
b.			
Evaluator Signat	ure:	D	ate:
Lvaiuaioi Digiial	uic	D	u.c



**SLA** (# here): **SLA TITLE** 

DESCRIPTION:



## **APPENDIX 3: SCITES SLA Template**

Instructions: The contractor shall use the format below to describe the SLA and document the conditions, exceptions, performance level metrics, method(s) for measuring the SLA, the period of measurement, and method of reporting the measurement.

Succinctly summarize	the objective of the SLA	A and its benefit to	the Government (two sentences maximum).
	ns for the SLA measure outside of the contracto	* * * * * * * * * * * * * * * * * * *	s X number of reportable events per period to be measured;
EXCEPTIONS: 1. List exception	ons that would cause the	SLA to become r	non-reportable.
Metric Achievement Ranges Unit: Ex. percentage, # of incidents, etc.		Ex. percentage, # of incidents, etc.	
Exceptional	Insert ranges for each level, ensuring that ranges do not overlap.	How Measured:	List the specific tool(s) or method(s) used to track the data associated with this SLA.
Very Good		Period:	6-month award fee period (if other, list)
Satisfactory		Metric:	In a <u>detailed</u> manner, describe how the SLA metric is calculated.
Marginal		Reported:	Describe what report(s) or tool(s) will be used to report the SLA metrics.
Unsatisfactory			





# ATTACHMENT D PROBLEM NOTIFICATION REPORT (PNR)

Task Order Number:	47QFCA20R0015
FEDSIM COR was verbally notified on:	[Notify the FEDSIM COR as soon as it becomes apparent that a scheduled delivery will be late.]
Date PNR Submitted:	[insert Month Day, Year]

#### Nature and Source of Problem:

[Provide a detailed description of the nature and source of the problem. Attach additional pages, if necessary.]

#### Is action required by the Government?

Yes/No

[If Yes, describe Government action required and date required.]

#### Will the problem impact delivery schedule?

Yes/No

[If Yes, identify which deliverables will be affected and extent of the delay, the rationale for late delivery, and overall project impact.]

#### Can required delivery be brought back on schedule?

Yes/No

[Explain]

#### Describe corrective action needed to resolve problems:

[Provide a detailed description of corrective action needed to resolve the problem. Attach additional pages, if necessary.]

#### When will corrective action be completed?

[Provide the new delivery schedule and anticipated completion date.]

### Are increased costs anticipated?

Yes/No

[If Yes, identify the amount and nature of the increased costs anticipated and define Government responsibility for problems and costs.]





# ATTACHMENT E MONTHLY STATUS REPORT FOR (INSERT MONTH AND YEAR)

	,
Contractor Name:	
Task Order Number:	
Report Prepared by:	
Reporting Period:	From: [Month Day, Year] To: [Month Day, Year]
	E REPORTING PERIOD, BY TASK (Include ongoing d activities completed, and progress to date on all above
PROBLEMS AND COREC	CTIVE ACTIONS TAKEN DURING THE MONTH:
PERSONNEL GAINS, LOS	SSES, AND STATUS:
GOVERNMENT ACTION	S REQUIRED:
SCHEDULE (Show major completion dates for each):	tasks, milestones, and deliverables; planned and actual start and
SUMMARY OF TRIPS TA	KEN AND CONFERENCES ATTENDED:

## COSTS INCURRED AT THE CLIN AND PROJECT LEVEL:

[Indicate by prime contractor, subcontractor(s), and teaming partner(s), through previous month.]





## COSTS INVOICED AT THE CLIN AND PROJECT LEVEL:

[Indicate by prime contractor, subcontractor(s), and teaming partner(s), through previous month.]

## PROJECTED COSTS TO BE INCURRED AT THE CLIN AND PROJECT LEVEL:

[Indicate by prime contractor, subcontractor(s), and teaming partner(s), for current month.]





# ATTACHMENT F TRIP REPORT TEMPLATE

Trip Report Date:	[Trip Report shall be completed within 10 workdays following completion of each trip (unless specified otherwise in Section F.]		
Project Name:			
Task Order Number:	47QFCA20R0015		
Name of Traveler	[Provide First and Last name of Traveler]		
<b>Location of Travel</b>	From: [Origin] To: [Destination]		
<b>Duration of Trip</b>	From: [insert Month Day, Year] To: [insert Month Day, Year]		
Point of Contact (POC) at	of Contact (POC) at [Provide First and Last name of POC]		
Travel Location			
<b>Government Approval</b>	[Provide Travel Authorization Request (TAR) Number]		
Authority Received			
Total Cost of the Trip	\$		

Purpose of the Trip
[Provide a detailed description of the purpose of the trip. Attach additional pages, if necessary.]
Knowledge Gained
[Provide a detailed description of any knowledge gained. Attach additional pages, if necessary.]
Comments Conclusions Action House
Comments, Conclusions, Action Items:
[Provide any additional comments, conclusions, or action items. Attach additional pages, if necessary.]





# ATTACHMENT G DELIVERABLE ACCEPTANCE/REJECTION FORM

Dear Donald Pratt:

Please review the deliverable identified below, provide any comments in the space provided or on an attached form, and sign and date. Comments are due by (*insert Month Day, Year*).

Deliverable Name:		
Agency Name:		
Project Name:		
FEDSIM Task Order/		
Contract Number:		
FEDSIM Project Number:		
Deliverable Due Date:		
Applicable Data Rights:	DFARS 252.227-7013	
	DFARS 252.227-7014	
	DFARS 252.227-7015	
	DFARS 252-227-7020	
I have reviewed the aforer	mentioned document and have:	
☐ Accepted without c	omments	
☐ Accepted with com	ments	
☐ Rejected with comr		
-		
COMMENTS:		
The parties agree that the rights: H.12	deliverable is delivered to the G	overnment with the following data
Signature		Date





# ATTACHMENT J ORGANIZATIONAL CONFLICT OF INTEREST (OCI) STATEMENT

The offeror and each subcontractor, consultant, and/or teaming partner shall complete and sign an Organizational Conflict of Interest (OCI) Statement. All information pertaining to OCI is outlined in Section L.5.2.2.

The contractor shall represent either that:

- 1. It is not aware of any facts that create any actual or potential OCI relating to the award of this contract, or
- 2. It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI.

If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a copy of the existing mitigation plan from the relevant awarded contract(s) to the Government for review.

Definition: FAR 2.101 "Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

#### SAMPLE 1 – OFFEROR OCI STATEMENT

The following is an example of the OCI statement that each offeror shall complete and sign. All information pertaining to OCI is outlined in Section L.5.2.2.

(*Insert Offeror Name*) is responding to Task Order Request (TOR) 47QFCA20R0015 for services supporting the USSOUTHCOM SCITES requirement. In accordance with solicitation Section L.5.2.2, (*Inset Offeror Name*) has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(*Insert Offeror Name*) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. (*Insert Offeror Name*) agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Insert Offeror Name	
Insert Offeror Point of Contact (POC) Name*	Date
POC Title	

<sup>\*</sup>Person must have the authority to bind the company.

# SAMPLE 2 – SUBCONTRACTOR, CONSULTANT, TEAMING PARTNER OCI STATEMENT

The following is an example of the OCI statement that each subcontractor, consultant, and teaming partner shall complete and sign. All information pertaining to OCI is outlined in Section L.5.2.2.

(*Insert Company Name*) is participating as a subcontractor to (*Insert Offeror Name*) in response to Task Order Request (TOR) 47QFCA20R0015 for services supporting the USSOUTHCOM SCITES requirement. In accordance with solicitation Section L.5.2.2, (*Insert Company Name*) has reviewed the requirements of the TOR and the Federal Acquisition Regulation (FAR) Subpart 9.5.

(*Insert Company Name*) is not aware of any facts which create any actual or potential OCI relating to the award of this contract. (*Insert Company Name*) agrees to immediately disclose all information concerning any actual or potential OCI during the performance of the Task Order.

Point of Contact (POC) Name*	Date
POC Title	

<sup>\*</sup>Person must have the authority to bind the company.





### NON-DISCLOSURE AGREEMENT (NDA) BETWEEN

# U.S. GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM) AND [CONTRACTOR]

This agreement, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20XX (the "Effective Date"), is by and between GSA and [CONTRACTOR].

**WHEREAS**, [CONTRACTOR] and GSA FEDSIM have entered into Contract Number [INSERT], Task Order Number [INSERT] for services supporting the [CLIENT AGENCY AND PROGRAM/PROJECT NAME];

**WHEREAS**, [CONTRACTOR] is providing [DESCRIPTION (e.g., consulting/professional IT, engineering)] services under the Task Order;

**WHEREAS**, the services required to support [*PROGRAM/PROJECT NAME*] involve certain information which the Government considers to be "Confidential Information" as defined herein;

**WHEREAS**, GSA desires to have [*CONTRACTOR*]'s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

**WHEREAS**, [*CONTRACTOR*] through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein:

**WHEREAS**, GSA on behalf of [*CLIENT AGENCY*] desires to protect the confidentiality and use of such Confidential Information;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Definitions.** "Confidential Information" shall mean any of the following: (1) "contractor bid or proposal information" and "source selection information" as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, contractor employee data of offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

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<sup>&</sup>lt;sup>1</sup> This does not denote an official security classification.





- **2. Limitations on Disclosure.** [*CONTRACTOR*] agrees (and the [*CONTRACTOR*] Task Order personnel must agree by separate written agreement with *CONTRACTOR*) not to distribute, disclose or disseminate Confidential Information to unauthorized personnel under the Task Order.
- **3. Agreements with Employees and Subcontractors.** [*CONTRACTOR*] will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. [*CONTRACTOR*] shall maintain copies of each agreement on file and furnish them to the Government upon request.
- 4. Statutory Restrictions Relating to Procurement Information. [CONTRACTOR] acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, [CONTRACTOR] acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
- **5. Limitations on Use of Confidential Information.** [*CONTRACTOR*] may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, [*CONTRACTOR*] will:
  - a. Use such Confidential Information for the sole purpose of performing the [*PROGRAM/PROJECT*] support requirements detailed in the Task Order and for no other purpose;
  - b. Not make any copies of Confidential Information, in whole or in part;
  - c. Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a [CONTRACTOR] employee.
- **6. Duties Respecting Third Parties.** If [CONTRACTOR] will have access to the proprietary information of other companies in performing Task Order support services for the Government, [CONTRACTOR] shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. [CONTRACTOR] agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
- **7. Notice Concerning Organizational Conflicts of Interest.** [*CONTRACTOR*] agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
- **8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to





protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.

- **9.** Governing Law. The laws of the United States shall govern this agreement.
- 10. Severability. If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

11. Beneficiaries. If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by [CONTRACTOR] in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and [CONTRACTOR] have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name	Date
Contracting Officer	
[CONTRACTOR]	
Name*	Date
Title	

<sup>\*</sup>Person must have the authority to bind the company.





#### TRAVEL AUTHORIZATION REQUEST (TAR)

Contractor:	TAR Number:
-------------	-------------

Client: Date:

**Project Name:** 

Project/Interagency Agreement (IA)

**Number:** 

**Associated Line of** 

**Accounting:** 

**Task Order Number:** 

			Last Invoi	ce Submitted:
TO:	Donald B. Pratt, FEDSIM Contracting Officer Representative (COR)	CLIN X00X VALUE:	\$	-
		CUMULATIVE AMOUNT	\$	-
		BILLED: CURRENT		
FROM:	(Insert First and Last Name of requestor)	CLIN X00X BALANCE:	\$	-
THROUGH:	USSOUTHCOM ( <i>First and Last Name</i> ), Technical Point of Contact (TPOC)	TAR ESTIMATE:	\$	-
		NEW CLIN X00X	\$	-
		<b>BALANCE:</b>		

**SUBJECT:** Travel Authorization Request # (insert number)

**DATE:** (Insert date)





PURPOSE/JUSTIFICATION OF REQUEST:			
Traveler:	Name	Company	

#### **Travel Itinerary:**

Departure:	Date	Origin/Destination	Return:	Date	Origin/Destination
Leave			Leave		
Arrive			Arrive		
Leave			Leave		
Arrive			Arrive		

	<b>Estimated Cost</b>
Travel (CLIN X00X)	\$ -
Airfare: @	\$ -
Per Diem: @	\$ -
Hotel: @	\$ -
Other: (insert as appropriate; i.e. car rental)	\$ -
Other Direct Costs (CLIN X00X)	
(Insert as appropriate)	\$ -
Subtotal Amount	\$ -





Indirect Handling Cost	\$ -
General & Administrative (G&A) Cost	\$ -
Total Travel Cost (CLIN X00X)	\$ -
Total ODC Cost (CLIN X00X)	\$ -
Total Trip Cost NTE	\$ -

#### **Remarks:**

The estimated cost of travel must represent the contractor's best estimate. The amount obligated for this line item may be increased unilaterally by the Government if such action is deemed advantageous. Travel costs shall be reimbursed in accordance with Federal Travel Regulations (FTR), Joint Travel Regulations (JTR), or the Department of State Standardized Regulations (DSSR) as appropriate. Please note that a separate TAR should be submitted for each individual traveler.

Please contact me at (area code) 000-0000 (insert requestor's phone number) if you have any concerns or questions.

Contractor Requestor:		FEDSIM COR Approval:		USSOUTHCOM	TPOC Acceptance:
Signature	Date	Signature	Date	Signature	Date





# REQUEST TO INITIATE PURCHASE (RIP) FOR EQUIPMENT, MATERIALS, OTHER DIRECT COSTS (ODCs), AND/OR SERVICES

Contractor: Client:		RIP Number: Date: Project Name:		
		Project/Interagency Agreement (IA) Number:		
		Associated Line of Accounting:		
		Task Order Number:		
			<b>Last Invoice</b>	Submitted:
TO:	Donald B. Pratt, FEDSIM Contracting Officer's Representative (COR)	CLIN X00X VALUE:	\$	-
	•	<b>CUMULATIVE AMOUNT BILLED:</b>	\$	-
FROM:	(Insert First and Last Name of requestor)	<b>CURRENT CLIN X00X BALANCE:</b>	\$	-
THROUGH:	(Insert client organization and First and Last Name), Technical Point of Contact (TPOC)			
		TOTAL CLIENT FUNDING ON CLIN X00X:	\$	-
SUBJECT:	Request to Initiate Purchase # (insert number)	CURRENT CLIN X00X FUNDING AVAILABLE:	\$	-
DATE:	(Insert Month Date, Year)	RIP ESTIMATE:	\$	-
		<b>NEW CLIN X00X BALANCE:</b>	\$	-
		NEW CLIENT CLIN X00X BALANCE:	\$	-

#### PURPOSE/JUSTIFICATION OF REQUEST:





ESTIMATED PURCHASE COST:		
Item: (insert item(s))		
Item Cost	\$	-
Indirect costs authorized by the Task Order (insert as appropriate)	\$	<u> </u>
Total Not to Exceed (NTE) cost	\$	-
All againment metarials and ODCs shall be purchased in accordance with all	ant requirements All equipment meta	rials, and ODCs shall become the

All equipment, materials, and ODCs shall be purchased in accordance with client requirements. All equipment, materials, and ODCs shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials shall be purchased in accordance with applicable Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses and approved purchasing procedures. All equipment, materials, and ODCs shall be purchased in accordance with Task Order requirements and shall not exceed the funded amount on this Task Order. The contractor shall ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the Government.

Please contact me at (area code) 000-0000 (insert requestor's phone number) if you have any concerns or questions.

FEDSIM COR Approval:		

GSA	
Signature	Date

I	F	F	N	S	N	
		ь.	u	U	IV	ш

#### Attachment N - Cost Workbook

CLIN	CLIN Type	Description	Amount
BASE YEAR			
0001	CPAF	Labor - (Tasks 1-8)	
0002	CPAF	Optional Labor - (Task 9)	
0003	NTE	Travel	(b) (4)
0004	NTE	Tools	
0005	NTE	ODCs	
0006	NTE	CAF	
Total Base Year			
OPTION YEAR ONE			
1001	CPAF	Labor - (Tasks 1-8)	
1002	CPAF	Optional Labor - (Task 9)	
1002	NTE	Travel	(b) (4)
1003	NTE	Tools	
1005	NTE	ODCs	
1005	NTE	CAF	
Total Option Year One	1(11)	Of H	
Tomi Option Teat Offe	1		
OPTION YEAR TWO	<del> </del>		
2001	CPAF	Labor - (Tasks 1-8)	
2002	CPAF	Optional Labor - (Task 9)	
2003	NTE	Travel	(b) (4)
2004	NTE	Tools	
2005	NTE	ODCs	
2006	NTE	CAF	
Total Option Year Two	IVIL	C/ II	
Total Option Teal Two	<del> </del>		
OPTION YEAR THREE			
3001	CPAF	Labor - (Tasks 1-8)	
3002	CPAF	Optional Labor - (Task 9)	
3003	NTE	Travel	(b) (4)
3004	NTE	Tools	
3005	NTE	ODCs	
3006	NTE	CAF	
Total Option Year Three			
	1		
OPTION YEAR FOUR	ļ		
4001	CPAF	Labor - (Tasks 1-8)	
4002	CPAF	Optional Labor - (Task 9)	(b) (4)
4003	NTE	Travel	(b) (4)
4004	NTE	Tools	
4005	NTE	ODCs	
4006	NTE	CAF	
<b>Total Option Year Four</b>			

CPAF	Labor - (Tasks 1-8)	
CPAF	Optional Labor - (Task 9)	
NTE	Travel	(b) (4)
NTE	Tools	
NTE	ODCs	
NTE	CAF	
CPAF	Labor - (Tasks 1-8)	
CPAF	Optional Labor - (Task 9)	
NTE	Travel	(b) (4)
NTE	Tools	
NTE	ODCs	
NTE	CAF	
•	•	
	CPAF NTE NTE NTE CPAF CPAF CPAF NTE NTE NTE NTE	CPAF Optional Labor - (Task 9)  NTE Travel  NTE Tools  NTE ODCs  NTE CAF  CPAF Labor - (Tasks 1-8)  CPAF Optional Labor - (Task 9)  NTE Travel  NTE Tools  NTE ODCs

#### ATTACHMENT X - PROJECT STAFFING PLAN TEMPLATE

	Α	В	С	D	Е	F	G	Н	I	J	K	
1												
2		Total Labor Hours & FTEs by Task										
3	Option Period	Tas	sk 1	Tas	sk 2	Tas	sk 3	Tas	sk 4	Task 5		
4		Hours	FTEs	Hours	FTEs	Hours	FTEs	Hours	FTEs	Hours	FTEs	
5	Base Period											
6	Option Period 1											
7	Option Period 2											
8	Option Period 3											
9	Option Period 4											
10	Award Term 1											
11	Award Term 2											
12	Total	0	0	0	0	0	0	0	0	0	0	

#### ATTACHMENT X - PROJECT STAFFING PLAN TEMPLATE

	Ш	М
1		
2		
	Tasl	s 6
4	Hours	FTEs
5		
6		
7		
8		
9		
10		
11		
12	0	0





### ATTACHMENT P KEY PERSONNEL QUALIFICATION MATRIX

The following is an example of how the Key Personnel Qualification Matrix shall map to Section H.1.1 of the Task Order Request (TOR). The example describes the required and desired qualifications for a Program Manger designated as "Key," and shows how the Key Personnel Qualification Matrix shall be formatted.

#### H.1.1 PROGRAM MANAGER

It is required that the PM has the following qualifications:

a. Possess a fully adjudicated Top Secret security clearance with SCI eligibility.

It is desired that the PM has the following qualifications:

- a. One of the following: an active PMI Project Management Professional (PMP) certification, a Program Management Professional (PgMP) certification, a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification, or a Federal Acquisition Certification for Program and Project Managers (FAC P/PM) Level 3.
- b. A minimum of six years of experience managing and leading geographically dispersed operations and engineering staff of varying skill levels in an environment similar to those in Section C.
- c. A minimum of six years of experience managing complex programs similar to those in Section C.
- d. A minimum of 10 years of experience in a military environment performing in a related subject area (e.g., engineering, computer science) similar to those identified in Section C.

Note: Multiple pages for each Key Personnel Qualification Matrix are acceptable. See page limitations in TOR Section L.6 Key Personnel Qualification Matrix.

#### KEY PERSONNEL QUALIFICATION MATRIX

Proposed Key Pe	
	rsonnel Position: Program Manager
	Contract Labor Category:
	rsonnel meets the requirements of the proposed Basic Contract Labor Category (Yes /No):
	rsonnel meets the Security Requirements in TOR Section H.3 (Yes/No):
	rsonnel is available to begin work on the Start Date designated in TOR Section L.3 (Yes/No):
Rationale for the	proposed Basic Contract Labor Category:
Rationale for/value	ue of the proposed additional Key Personnel position (as applicable): N/A
	REQUIRED QUALIFICATIONS
	Description of Qualifications and Experience
	(e.g., Place of Work, Official Title for Each Position Held, etc.)
Clearance Y/N	H.1.1.a Possess a fully adjudicated Top Secret security clearance with SCI eligibility.
	DESIRED QUALIFICATIONS  Description of Opening at the second seco
	Description of Qualifications and Experience (e.g., Place of Work, Official Title for Each Position Held, etc.)
Certification Y/N	H.1.1.a One of the following: an active PMI Project Management Professional (PMP) certification, a Program Management Professional (PgMP) certification, a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification, or a Federal Acquisition Certification for Program and Project Managers (FAC P/PM) Level 3.
Years of Experience (month/year)	H.1.1.b A minimum of six years of experience managing and leading geographically dispersed operations and engineering staff of varying skill levels in an environment similar to those in Section C.

#### KEY PERSONNEL QUALIFICATION MATRIX

Years of Experience (month/year)	H.1.1.c A minimum of six years of experience managing complex programs similar to those in Section C.
Years of Experience (month/year)	H.1.1.d A minimum of 10 years of experience in a military environment performing in a related subject area (e.g., engineering, computer science) similar to those identified in Section C.





## ATTACHMENT Q CORPORATE EXPERIENCE TEMPLATE

Corporate Experience Example (insert #)				
Awarding Agency:				
Program/Project Title:				
TO/Contract number:				
Contract vehicle (e.g., IDIQ, GSA				
Schedule, GWAC): and name:				
Contract ceiling per year and in				
total:				
Total amount of funding applied per				
year and in total:				
Number of contractor personnel				
supporting the effort:				
List of labor categories:				
Contractor's role – prime or				
subcontractor and percentage and				
type of work performed:				
Period of performance (month/year				
for beginning and end) all years:				
Contract type (FFP, T&M, CPFF,				
etc.):				
Security level of work:				
Organization supported:				
POC #1 to contact – Government				
COR (name, current telephone				
number, and email address):				
POC #2 to contact –				
Alternate POC (name, current				
telephone number, and email				
address):				
	Project Overview			
	cluding the services provided, how it relates to the TOR (Tasks and Subtasks			
of Section C), and relevance in terms	of size, scope, and/or complexity.			
	Roles and Responsibilities			
Description of the offeror's roles and	responsibilities and how it relates to the TOR requirements.			

[Enter date] [Enter FEDSIM Contracting Officer or Contract Specialist Name] **GSA FAS AAS FEDSIM** 1800 F Street, NW Washington, DC 20405 Subject: Task Order Request (TOR) 47QFCA20R0015 Key Personnel Letter of Commitment Dear [Mr. or Ms.] [Enter FEDSIM Contracting Officer or Contract Specialist Name]: I, [enter proposed Key Personnel's first and last name], hereby commit to serve as the [enter proposed Key Personnel's position title] in response to TOR 47QFCA20R0015 upon award of the resultant Task Order. I certify that the information submitted in the Key Personnel Qualification Matrix is accurate. Furthermore, I certify that I am currently an employee of [enter offeror name]. I am committed and available to begin work on the Project Start date indicated in TOR Section L.3. I have read and personally signed this Letter of Commitment. Printed Name Signature Date

## ATTACHMENT S Questions and Answers Template

Company Name:

Solicitation Number: 47QFCA20R0015

Note to Offerors: Please provide the specific paragraph reference using the Section/Sub-Section numbers in the solicitation.

PART#	PARAGRAPH#	PARAGRAPH TITLE	QUESTION	GOVERNMENT RESPONSE





#### CONSENT TO PURCHASE PARTS/TOOLS/ODCs AND/OR SERVICES (CTP)

Industry Partner: Client:		TOOL#: Date: Project Name: Project/IA#: Contract/Task Order:	
If the prime contractor designed by the CO.	oes not have an approved purchasing system, the contractor w	rill prepare and submit a Consent to F	Purchase (CTP), to be reviewed by the COR and  Last Inv submitted:
TO:	FEDSIM Contracting Officer Representative	CLIN # VALUE: CUM AMT BILLED: BALANCE:	\$0.00 \$0.00 \$0.00 \$0.00
FROM: THROUGH:	Requestor Client POC	CTP ESTIMATE: BALANCE:	\$0.00 \$0.00
SUBJECT:	Consent to purchase #		
Client Point of Con	itact:		
PURPOSE/JUSTIFICAT	TION OF REQUEST:		
The purpose of this	request is to		

Description of supplies or sevices (FAR 52.244-2(e)(1)(i)):





#### LETTER OF APPOINTMENT

#### MEMORANDUM FOR: DONALD B. PRATT FEDSIM PROJECT MANAGER (PM)

#### SUBJECT: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the contract, including closeout, unless rescinded or transferred. As the COR, your primary duty is to monitor the contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not redelegable; therefore, you must advise the FEDSIM Contracting Officer (CO) or Contract Specialist (CS) immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are described in the following sections.

#### A. MONITORING AND EVALUATING PERFORMANCE

Ensure that the contractor complies with all of the requirements of the Statement of Work (SOW), specifications, or Performance Work Statement (PWS). When requested by the contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, SOW, PWS, etc.). When a difference of opinion between you and the contractor occurs, notify the FEDSIM CO or the CS immediately for resolution.

If the contract requires Key Personnel, you will ensure that the personnel being used by the contractor meet the requirements of the position. Review and approve Long-Distance Travel and Other Direct Costs (ODCs) prior to the contractor incurring those expenses. Any decrease in or lack of performance must be brought to the attention of the FEDSIM CO or CS.

If applicable and in accordance with Federal Acquisition Regulation (FAR) 42.302, you will monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance with Federal Acquisition Circular (FAC) 2005-34 and the Office of Federal Procurement Policy (OFPP) Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

#### **B. MONITORING COSTS**

Review and evaluate the contractor's progress in relation to the expenditures. When the costs expended by the contractor are not commensurate with the contractor's progress, request a meeting with the contractor and client in an attempt to resolve the disproportionate costs. If a resolution cannot be found, consult the FEDSIM CO or CS for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

#### C. CHANGES TO THE CONTRACT

You <u>cannot</u> authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (e.g., monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the FEDSIM CO. When in doubt, contact the FEDSIM CO or CS.

Any contract change requested by the contractor must be put in writing by the contractor to the FEDSIM CO for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM CO or CS. When the proposed change is received by the FEDSIM CO, you will be required to provide the FEDSIM CO with a written analysis and rationale for the change and evaluate any costs associated with the change.

You must also recognize and report to the FEDSIM CO any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

#### D. INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. You must prepare a written acceptance or rejection, provide it to the contractor, and store a copy on the FEDSIM common drive. Immediately notify the FEDSIM CO of all rejections and the reason for the action.

Review progress reports from the contractor and advise the FEDSIM CO of any contractor problems or actions required to be taken by the Government.

#### E. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with apparent or actual occurrences, you must sign any applicable non-disclosure forms. You must also immediately report any potential conflict of interest to your supervisor.

#### F. CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an <u>organized</u> contract administration file to record all contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

#### G. CONTRACT CLOSEOUT

Within 30 days after the contractor has met all terms and conditions of the contract, you must evaluate the contractor's performance using the information contained in General Services Administration Acquisition Regulation (GSAR) 542.1503-71 (Attachment A: Contractor Performance Information).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the FEDSIM CO or CS.
I understand and accept my assignment as the FEDSIM COR.
COR Certification Level III

#### ATTACHMENT A: CONTRACTOR PERFORMANCE INFORMATION

Note: This checklist follows the standard format and content requirements of General Services Administration Acquisition Manual (GSAM) 542.15 and content requirements of GSAM 542.1503-71. The checklist may be tailored for the specific contract type. Any "No" responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

#### GSAM 542.15 – Contractor Performance Information GSAM 542.1503-71 – Information to collect

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of "show cause" letters and "cure notices" issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused			
delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
Observations (specify item #):			
<u>Recommendations</u> :			

<ul><li>(1) Quality of workmanship.</li><li>(2) Reliability.</li><li>(3) Adequacy of correction of defects.</li></ul>		
(3) Adequacy of correction of defects.		
(4) Number of safety defects.		
(5) Number of product rejections.		
(6) Results of laboratory tests.		
(7) Number and extent of warranty problems.		
(8) Other.		
Observations (specify item #):		

<b>Customer comments</b>	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
Observations (specify item #):			
Recommendations:			
Terminations for default	Yes	No	NA

Terminations for default	Yes	No	NA
Observations (specify item #):			
Recommendations:			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Adequacy of contractor's quality assurance system	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
Observations (specify item #):			•
<del></del>			
Recommendations:			

Exhibiting customer-oriented behavior	Yes	No	NA
Observations (specify item #):			
Recommendations:			

Other performance elements identified	Yes	No	NA
Observations (specify item #):			
Recommendations:			



Kristen Hayes - QF0B1BD <kristen.hayes@gsa.gov>

#### 47QFCA20R0015 USSOUTHCOM SCITES TOR Attachment U - Electronic Reading Room (eRR) Access Welcome Letter

1 message

Kristen Hayes - QF0B1BD <kristen.hayes@gsa.gov> To: scites.contracting@gsa.gov, SCITES IPT <SCITES.IPT@gsa.gov> Thu, May 28, 2020 at 4:20 PM

Greetings Industry Partners,

Thank you for your interest in the United States Southern Command (USSOUTHCOM) Cyber Information Technology Enterprise Services (SCITES) requirement. This attachment serves as a formal invitation to access the Government's electronic Reading Room (eRR).

Please submit an access request to the FEDSIM Contract Specialist (CS) at SCITES.Contracting@gsa.gov. You must create a GACA account with the following format: gsa.company@gmail.com. Please adhere to this format, as deviations will not be accepted. The FEDSIM CS will also include via email the Non-Disclosure documents and Rules of Behavior for your company to complete and return. Once she receives the appropriately formatted GACA account and signed documentation, she will grant access.

Once you receive access, you may not copy, print, screenshot, photograph, download or in any way replicate any of the files in the SCITES eRR. Security settings have been placed on each document to prevent readers from doing anything other than viewing the documents. The SCITES eRR Google Drive folder can be accessed at the link below:

https://drive.google.com/drive/folders/1sslk5-PbqqRDkdKTKtOJFsPLaf6EvtqN

Please bear in mind that the link above is inaccessible until the FEDSIM CS grants access to the appropriate GACA account. If further documents are added to the eRR, the FEDSIM Contracting Officer will issue an amendment to the solicitation to notify industry. If you have any questions, please reach out to SCITES.Contracting@gsa.gov.

Best, Kristen Hayes

#### Kristen S. Hayes

Contract Specialist **FEDSIM** Office of Assisted Acquisition Services GSA/Federal Acquisition Service 1800 F Street, NW Washington, DC 20405-0001

Phone: 202-501-1462 Cell: 202-705-9040 Fax: 202-501-1415

Email: kristen.hayes@gsa.gov

Federal Systems Integration and Management Center (FEDSIM)

Achieving Client Success on Large, Complex Projects

Through Planning and Post-Award Engagement

FEDSIM is part of the Federal Acquisition Service of the General Services Administration





Type of subcontract (FAR 52.244-2(e)(1)(ii)):

Propose subcontractor (FAR 52.244-2(e)(1)(iii)):

Below is the estimated cost of purchase (FAR 52.244-2(e)(1)(iv)):

ITEM	
Tool (CLIN #):	
Cost to Government: @#	\$ -
Fee	\$ -
General & Administrative (G&A) Cost	\$ -
Total Cost NTE:	\$ -

All material purchases shall be made in accordance with customer requirements. All materials shall become the property of the Government and shall be regarded as Government Furnished Property (GFP), and unless previously approved by the Contracting Officer, shall be used only in performance of this Task Order. All materials will be purchased in accordance with regulations contained in FAR 52.244-2 approved purchasing procedures. All Tools and ODCs shall be procured in accordance with contract requirements and shall not exceed the funded amount on this contract.

It is the responsibility of the Industry Partner to ensure that the prices quoted are fair and reasonable at the time of submission and are in the best interest of the client. The Industry Partner is to furnish price quotes for hardware and software purchases.

The following documents are attached (as necessary):

- 1) Subcontractor's certified cost or pricing data as required in FAR 52.244-2(e)(1)(v)
- 2) Subcontractor's Disclosure Statement or Certification relating to Cost Accounting Standards as required in FAR 52.244
- 3) Negotiation memo as required in FAR 52.244-2(e)(1)(vii)

Please contact me at (000) 000-0000 if you have any concerns or questions.

FEDSIM CO Approval:





Signature	Date	







Kristen Hayes - QF0B1BD < kristen.hayes@gsa.gov>

#### 47QFCA20R0015 USSOUTHCOM SCITES TOR Attachment U - Electronic Reading Room (eRR) Access Welcome Letter

1 message

Kristen Hayes - QF0B1BD <kristen.hayes@gsa.gov> To: scites.contracting@gsa.gov, SCITES IPT <SCITES.IPT@gsa.gov> Thu, May 28, 2020 at 4:20 PM

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Best, Kristen Hayes

#### Kristen S. Hayes

Contract Specialist **FEDSIM** Office of Assisted Acquisition Services GSA/Federal Acquisition Service 1800 F Street, NW Washington, DC 20405-0001 Phone: 202-501-1462

Fax: 202-501-1415

Email: kristen.hayes@gsa.gov

Federal Systems Integration and Management Center (FEDSIM)

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